

JOHN M. FRIEND
JUL 10 2012

IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

TERENCE KUEHL

) Case No. *CT 12-6304*

Plaintiff,

vs.

JEFFERSON PILOT FINANCIAL and
LINCOLN FINANCIAL GROUP,

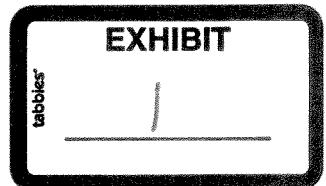
Defendants.

) **COMPLAINT**

) **ASSIGNED TO Derr**

COMES NOW the Plaintiff and for his cause of action against the Defendants to
allege and state as follows:

1. Plaintiff Terence Kuehl is a natural person residing in Douglas County, Nebraska.
2. Defendant, Jefferson Pilot Financial, is an insurance company that does business in Nebraska. Defendant, Lincoln Financial Group, is on information and belief, Jefferson Pilot Financial's successor, and it is an insurance company that does business in Nebraska.
3. Mike C. Kuehl was an insured on a policy owned by Terence Kuehl. Terence Kuehl was the beneficiary of said policy, which was duly issued by Defendants.
4. An insured event resulting in the loss of the insured life – Mike C. Kuehl, occurred in February, 2012.
5. Pursuant to the terms of the policy, Defendants were to invoice the owner of the policy. They failed to do so, resulting in an alleged non-payment of premium.



6. The alleged non-payment of premium was inadvertent, unintentional, and would not have occurred but for the Defendants failure to send invoices for the policy.

7. Notwithstanding the failure to invoice, the contract of insurance expressly provided that there was to be a default notice and a cure period so that the owner of the policy could maintain the same, specifically the policy of insurance provided, to wit, "We will notify YOU and any assignee of the minimum amount due at least 30 days before the end of the grace period. If the amount specified is not paid within the grace period, this policy will terminate without value at the end of such period."

8. Defendants failed to give notice of any default and failed to give notice of a grace period. In the event such notice had been given, Plaintiff would have promptly paid the required premiums to maintain the policy.

9. Plaintiff has other policies with the subject company and routinely was invoiced and did routinely pay the same. Plaintiff had the means to pay when due any premium charge that was invoiced and would have paid the same.

10. This was a variable life type policy with cash values, which kept the policy in effect for a time.

11. Plaintiff has been damaged by the failure of the insurance companies listed above as Defendants to pay in the following particulars, to wit:

- a. The amount of the policy, \$250,000, which is the sum certain from the date of death in February of 2012.
- b. Interest at the prejudgment rate on such sum.
- c. Costs of the suit.

d. Attorneys' fees as provided for in Chapter 44 and otherwise in the Statutes and common law of Nebraska.

FIRST CAUSE OF ACTION

BREACH OF CONTRACT

12. The forgoing paragraphs shall hereby be incorporated by reference.
13. The Plaintiff entered into an Agreement with Defendants.
14. This Agreement provided that Defendants would make a payment of \$250,000 in the event of loss of life of the insured, Mike C. Kuehl.
15. Mike C. Kuehl lost his life in February of 2012.
16. Defendants have breached the Agreement, refusing to render payment owed.
17. Defendants failed to comply with the express terms of the Agreement.

SECOND CAUSE OF ACTION

BREACH OF THE COVENANT OF GOOD FAITH AND FAIR DEALING

18. The forgoing paragraphs shall hereby be incorporated by reference.
19. Defendants had a duty to, in good faith, perform all duties and obligations under the Agreement.
20. Defendants had a duty to inform Plaintiff that the Agreement was going to lapse. Defendants failed to follow the express procedure of the Agreement and are now refusing to honor the terms of the Agreement.
21. On allegation of the Defendants, a condition under the Agreement may have failed, upon information and belief, as a direct result of action or inaction by Defendants.

22. As a direct and proximate result of Defendants' action or inaction, the Plaintiff's rights under the Agreement have been injured.

23. Defendants have directly interfered with the benefits Plaintiff was to receive under the Agreement and, as a result, Plaintiff has been damaged.

THIRD CAUSE OF ACTION

BAD FAITH

24. The forgoing recitals are incorporated by reference.

25. Defendants' actions evidence malice, gross negligence, and reckless disregard for Plaintiff's rights under the insurance Agreement.

26. The actions of the Insurer are in Bad faith, resulting in a negligent and intentional imposition of emotional distress to the plaintiff and causing an unnecessary cost in fees and otherwise.

27. As a result of Defendants' bad faith practices, bad faith denial of Plaintiff's claims, and failure to honor its obligations under his insurance policy, Plaintiff has suffered and will continue to suffer economic loss.

28. As a result of Defendants' bad faith practices, bad faith denial of Plaintiff's claims, and failure to honor its obligations under his insurance policy, Plaintiff has incurred legal fees and costs.

WHEREFORE, the Plaintiff prays for a judgment against Defendants for general and special damages both present and future, in an amount to be proven at trial but no less than of \$250,000 plus prejudgment interest from February of 2012 and post judgment

interests, the costs of this action, expenses, attorneys' fees to the extent permitted at law including but not limited to Neb. Rev. Stat. § 44-359, recovery for emotional distress and such other relief as may be just, necessary, fair and equitable.

Respectfully submitted,

TERENCE KUEHL, Plaintiff,

By:



James D. Sherrets #15756
Robert S. Sherrets #24791
SHERRETS BRUNO & VOGT LLC
260 Regency Parkway Drive, #200
Omaha, NE 68114
Tele: (402) 390-1112
Fax: (402) 390-1163
law@sherrets.com
ATTORNEYS FOR THE PLAINTIFF

RECEIVED JUL 12 2012

Image ID:
D00134900D01

SUMMONS

Doc. No. 134900

IN THE DISTRICT COURT OF Douglas COUNTY, NEBRASKA
1701 Farnam
Omaha NE 68183

Terence Kuehl v. Jefferson Pilot Financial

Case ID: CI 12 6304

TO: Lincoln Financial Group

You have been sued by the following plaintiff(s):

Terence Kuehl

Plaintiff's Attorney: James D Sherrets
Address: 260 Regency Pkwy Dr., #200
Omaha, NE 68114

Telephone: (402) 390-1112

A copy of the complaint/petition is attached. To defend this lawsuit, an appropriate response must be served on the parties and filed with the office of the clerk of the court within 30 days of service of the complaint/petition. If you fail to respond, the court may enter judgment for the relief demanded in the complaint/petition.

Date: JULY 11, 2012

BY THE COURT:

John M. Friend
Clerk



PLAINTIFF'S DIRECTIONS FOR SERVICE OF SUMMONS AND A COPY OF THE COMPLAINT/PETITION ON:

Lincoln Financial Group
8801 Indian Hills Drive
Omaha, NE 68114

Method of service: Certified Mail

You are directed to make such service within ten days after the date of issue, and file with the court clerk proof of service within ten days after the signed receipt is received or is available electronically, whichever occurs first.

Image ID:
D00134899D01

SUMMONS

Doc. No. 134899

IN THE DISTRICT COURT OF Douglas COUNTY, NEBRASKA
 1701 Farnam
 Omaha NE 68183

Terence Kuehl v. Jefferson Pilot Financial

Case ID: CI 12 6304

TO: Jefferson Pilot Financial

FILED BY

Clerk of the Douglas District Court
07/11/2012

You have been sued by the following plaintiff(s):

Terence Kuehl

Plaintiff's Attorney: James D Sherrets
 Address: 260 Regency Pkwy Dr., #200
 Omaha, NE 68114

Telephone: (402) 390-1112

A copy of the complaint/petition is attached. To defend this lawsuit, an appropriate response must be served on the parties and filed with the office of the clerk of the court within 30 days of service of the complaint/petition. If you fail to respond, the court may enter judgment for the relief demanded in the complaint/petition.

Date: JULY 11, 2012

BY THE COURT:



Clerk

PLAINTIFF'S DIRECTIONS FOR SERVICE OF SUMMONS AND A COPY OF THE COMPLAINT/PETITION ON:

Jefferson Pilot Financial
 8801 Indian Hills Drive
 Omaha, NE 68114

Method of service: Certified Mail

You are directed to make such service within ten days after the date of issue, and file with the court clerk proof of service within ten days after the signed receipt is received or is available electronically, whichever occurs first.



Case Number: D01C120006304

Transaction ID: 0000368097

Filing Date: 07/13/2012 02:45:38 PM CI

Doc. No. 134899

SERVICE RETURN

Douglas District Court
1701 Farnam
Omaha NE 68183

To:

Case ID: CI 12 6304 Kuehl v. Jefferson Pilot Financial

Received this Summons on _____, _____. I hereby certify that on
_____, _____ at _____ o'clock ___ M. I served copies of the Summons
upon the party:

by _____

as required by Nebraska state law.

Service and return \$ _____

Copy _____

Mileage ___ miles _____

TOTAL \$ _____

Date: _____ BY: _____
(Sheriff or authorized person)

**CERTIFIED MAIL
PROOF OF SERVICE**

Copies of the Summons were mailed by certified mail,
TO THE PARTY: Jefferson Pilot Financial

At the following address: 8801 Indian Hills DriveOmaha, NE 68114

on the 11 day of July 2012, as required by Nebraska state law.

James D. SherretsPostage \$ 5.95 Attorney for: Terence KuehlThe return receipt for mailing to the party was signed on July 12, 2012.

To: Jefferson Pilot Financial
8801 Indian Hills Drive

Omaha, NE 68114

From: James D Sherrets
260 Regency Pkwy Dr., #200
Omaha, NE 68114

ATTACH RETURN RECEIPT & RETURN TO COURT

SENDER COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Jefferson Pilot Financial
8801 Indian Hills Dr
Omaha, NE 68114

COMPLETE THIS SECTION ON DELIVERY

A. Signature 	B. Name (Printed Name) Jefferson Pilot Financial	C. Date of Delivery 7/10/12
D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

If YES, enter delivery address below:

2. Article Number

7009 1410 0000 5062 4058

PS Form 3811, February 2004

Domestic Return Receipt

102505-02-M-1540

3. Service Type
<input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT***(Domestic Mail Only. No Insurance Coverage Provided)*For delivery information visit our website at www.usps.com

4058	5062	5062
2009	2009	2009
0000	0000	0000
1410	1410	1410
Total Postage & Fees \$ 5.95		
Sent To Jefferson Pilot Financial 8801 Indian Hills Dr Omaha, NE 68114		
Street, Apt. No., or PO Box No. City, State, ZIP+4		

Return Receipt Fee
(Endorsement Required)
Restricted Delivery Fee
(Endorsement Required)

Postmark
Here

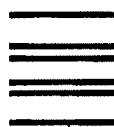
5062	5062	5062
0000	0000	0000
1410	1410	1410
Total Postage & Fees \$ 5.95		
Sent To Jefferson Pilot Financial 8801 Indian Hills Dr Omaha, NE 68114		
Street, Apt. No., or PO Box No. City, State, ZIP+4		

Jefferson Pilot Financial
8801 Indian Hills Dr
Omaha, NE 68114

See Reverse for Instructions

PS Form 3800, August 2006

UNITED STATES POSTAL SERVICE



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

- **Sender:** Please print your name, address, and ZIP+4 in this box •

SHERRETS BRUNO & VOGT LLC
260 REGENCY PARKWAY DR. # 200
OMAHA, NE 68114

7009	0000	5062	4058														
1410	0000	5062	4058														
<p>U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)</p> <p>For delivery information visit www.usps.com</p> <p></p> <table border="1"> <tr> <td>02 1P</td> <td>\$ 000.00</td> </tr> <tr> <td>000385317</td> <td>JUL 11 2012</td> </tr> <tr> <td colspan="2">MAILED FROM ZIP CODE 68114</td> </tr> <tr> <td colspan="2">Postmark Here</td> </tr> <tr> <td>Return Receipt Fee (Endorsement Required)</td> <td></td> </tr> <tr> <td>Restricted Delivery Fee (Endorsement Required)</td> <td></td> </tr> <tr> <td colspan="2">Total Postage & Fees \$ 5.45</td> </tr> </table> <p>Sent To</p> <p>Street, Apt No: Jefferson-Pilet-Financial or PO Box No: 8801 Indian Hills Dr City, State, ZIP4: Omaha, NE 68114</p> <p>PS Form 3800, August 2006 See Reverse for Instructions</p>				02 1P	\$ 000.00	000385317	JUL 11 2012	MAILED FROM ZIP CODE 68114		Postmark Here		Return Receipt Fee (Endorsement Required)		Restricted Delivery Fee (Endorsement Required)		Total Postage & Fees \$ 5.45	
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Image ID:
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SUMMONS

Doc. No. 134899

IN THE DISTRICT COURT OF Douglas COUNTY, NEBRASKA
1701 Farnam
Omaha NE 68183

Terence Kuehl v. Jefferson Pilot Financial

Case ID: CI 12 6304

TO: Jefferson Pilot Financial

You have been sued by the following plaintiff(s):

Terence Kuehl

Plaintiff's Attorney: James D Sherrets
Address: 260 Regency Pkwy Dr., #200
Omaha, NE 68114

Telephone: (402) 390-1112

A copy of the complaint/petition is attached. To defend this lawsuit, an appropriate response must be served on the parties and filed with the office of the clerk of the court within 30 days of service of the complaint/petition. If you fail to respond, the court may enter judgment for the relief demanded in the complaint/petition.

Date: JULY 11, 2012

BY THE COURT:

John M. Friend
Clerk

PLAINTIFF'S DIRECTIONS FOR SERVICE OF SUMMONS AND A COPY OF THE COMPLAINT/PETITION ON:

Jefferson Pilot Financial
8801 Indian Hills Drive
Omaha, NE 68114

Method of service: Certified Mail

You are directed to make such service within ten days after the date of issue, and file with the court clerk proof of service within ten days after the signed receipt is received or is available electronically, whichever occurs first.



Case Number: D01CI120006304

Transaction ID: 0000368075

Filing Date: 07/13/2012 02:43:34 PM CT

Doc. No. 134900

SERVICE RETURN

Douglas District Court
 1701 Farnam
 Omaha NE 68183

To:

Case ID: CI 12 6304 Kuehl v. Jefferson Pilot Financial

Received this Summons on _____, I hereby certify that on
 _____, _____ at _____ o'clock _____ M. I served copies of the Summons
 upon the party:

by _____

as required by Nebraska state law.

Service and return \$ _____

Copy _____

Mileage _____ miles _____

TOTAL \$ _____

Date: _____ BY: _____
 (Sheriff or authorized person)

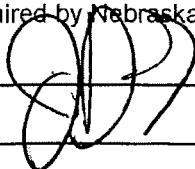
CERTIFIED MAIL
PROOF OF SERVICE

Copies of the Summons were mailed by certified mail,
 TO THE PARTY: Lincoln Financial Group

At the following address: 8801 Indian Hills Drive

Omaha, NE 68114

on the 11 day of July 2012, as required by Nebraska state law.

James D. Sherrets 

Postage \$ 5.95 Attorney for: Terence Kuehl

The return receipt for mailing to the party was signed on July 12, 2012.

To: Lincoln Financial Group
 8801 Indian Hills Drive
 Omaha, NE 68114

From: James D Sherrets
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 Omaha, NE 68114

ATTACH RETURN RECEIPT & RETURN TO COURT

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
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1. Article Addressed to:

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Omaha, NE 68114

3. Service Type	
<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.
4. Restricted Delivery? (Extra Fee)	<input type="checkbox"/> Yes

2. Article Number
(Transfer from service label) 7009 1410 0000 5062 4041
PS Form 3811, February 2004 Domestic Return Receipt 102555-02-14-1640

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
For details or information visit our website at www.usps.com/certified

5062	4041	02 19	\$ 000.00
0003853171	JUL 11 2012	MAILED FROM ZIP CODE 68114	Certified Mail

Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.95

2000
Street Address: Financial Group
or PO Box No. 8801 Indian Hills Dr
City State Zip: Omaha NE 68114

UNITED STATES POSTAL SERVICE

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

- Sender: Please print your name, address, and ZIP+4 in this box •

SHERRETS BRUNO & VOGT LLC
260 REGENCY PARKWAY DR. # 200
OMAHA, NE 68114

U.S. Postal Service™ CERTIFIED MAIL RECEIPT	
(Domestic Mail Only. No Insurance Coverage Provided)	
4041	5062
For delivery after return visit our website at www.usps.com	Priority Mail
02 1P	\$ 000.00
0003853171	JUL 11 2012
MAILED FROM ZIP CODE 68114	
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees \$ 5.45	
Sent To	
7009 1410 Lincoln Financial Group Street Address 8801 Indian Hills Dr. or PO Box No. City, State, ZIP+4 Omaha, NE 68114	

PS Form 3800, August 2006

See Reverse for Instructions

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